



ALABAMA DEPARTMENT OF REVENUE  
SALES, USE & BUSINESS TAX DIVISION

LIC: 539-4A Rev. 7/02  
Bond Number \_\_\_\_\_

Bond of Used Motor Vehicle Dealer,  
Motor Vehicle Reconditioner, Rebuilder, or Wholesaler

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

City \_\_\_\_\_, County \_\_\_\_\_, State \_\_\_\_\_,

As Principal (hereinafter called Principal), and \_\_\_\_\_

NAME OF SURETY

\_\_\_\_\_ of \_\_\_\_\_, as  
Surety (hereafter call Surety), are held and firmly bound unto the State of Alabama in the sum of Ten Thousand Dollars (\$10,000.00), for  
the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly  
and severally, firmly by these presents.

The conditions of the foregoing obligations is such that:

WHEREAS, the Principal has been duly appointed a "Used Motor Vehicle Dealer," "Motor Vehicle Reconditioner," "Motor Vehicle  
Rebuilder," or "Motor Vehicle Wholesaler" as the case may be, under the provisions of Title 40, Chapter 12, Article 8, **Code of Alabama  
1975**, such Principal shall comply with the conditions of any contract made by such dealer in connection with the sale or exchange of any  
motor vehicle and shall not violate any of the provisions of law relating to the conduct of business for which he is licensed.

It is expressly understood and agreed that neither this obligation nor any liability thereunder shall be released or the validity thereof  
affected by reason of the adoption by the State of Alabama of any Act in lieu of or amendatory to said laws, but this obligation shall con-  
tinue in full force and effect with respect to said statutes or any amendments thereto or changes therein which may be adopted before the  
cancellation of this obligation as herein provided, or before the actual cancellation and surrender of this obligation by the State of Alabama  
pursuant to any law now existing or hereafter adopted relating thereto.

It is further expressly understood and agreed that the liability of both the Principal and the Surety on this bond shall be for the license  
period of \_\_\_\_\_, \_\_\_\_\_ through September 30, \_\_\_\_\_ and that a new bond or a proper continuation certificate must be deliv-  
ered to the Alabama Commissioner of Revenue AT THE BEGINNING OF THE LICENSE YEAR, WHICH IS OCTOBER 1, AND EXPIRING  
ON SEPTEMBER 30 OF THE SAME LICENSE YEAR; provided, however, that the aggregate liability of the Surety in any one license year  
shall in no event exceed the sum of such bond.

The Surety on this bond may be released and discharged from any and all liability to the State of Alabama accruing on this bond after  
the expiration of sixty (60) days from the date upon which said Surety shall have filed with the Alabama Department of Revenue written  
request to be released and discharged provided; however, such request shall not operate to relieve, release or discharge such Surety from  
any liability already accrued or which shall accrue before the expiration of said sixty (60) day period.

In WITNESS WHEREOF, we hereunto set our names and seals on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SIGNATURE OF PRINCIPAL, PARTNER, OR CORPORATE OFFICER

By: \_\_\_\_\_  
SIGNATURE OF AGENT OF SURETY COMPANY

\_\_\_\_\_  
SIGNATURE OF PARTNER

By: \_\_\_\_\_  
SIGNATURE OF ALABAMA RESIDENT AGENT

\_\_\_\_\_  
SIGNATURE OF PARTNER

Telephone (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
COMMISSIONER OF REVENUE

ALL NAMES MUST BE TYPED UNDER SIGNATURES

(Instructions on Back)

## Bond Form Instructions

The surety company must complete all bonds on the form prescribed by the Alabama Department of Revenue.

### Completion of The Bond:

- ◆ The bond must include the true legal name of the party for whom the bond is being sought, as follows:
  - If an individual ownership, the applicant's name as well as the business name;  
*Example: John Doe, DBA ABC Auto Sales*
  - If a partnership, the names of all partners and the name of the partnership;  
*Example: John Doe & Jane Doe, DBA ABC Auto Sales*
  - If a limited liability company, the names of all members and the company name;  
*Example: John Doe, Jane Doe & Bill Jones, DBA ABC Auto Sales LLC*  
*Or John Doe & XYZ, Inc., DBA AAA Auto Sales LLC*
  - If a corporation, the complete corporate name.
- ◆ The bond must also show the following:
  - The city, county and state in which the business is located;
  - The name and address of the surety company providing the coverage;
  - The effective date and the expiration date of the bond coverage;  
*The coverage may not exceed one year and must not begin before October 1st and must expire on September 30th of the same license year.*
  - The issue date of the bond;
  - The telephone number of the Alabama resident agent.

### Signature Section Requirements:

- ◆ All signatures must be originals.
- ◆ The bond must include the signatures of the following:
  - The signature of the surety company agent;
  - The signature of an Alabama resident agent;  
Bond must be signed twice if the above items are the same person.
  - The signature of the applicant (individual owner), all partners, all LLC members, or a corporate officer.

### Power of Attorney Requirements:

- ◆ An original power of attorney form indicating that the agent is authorized to execute the bond on behalf of the surety company must accompany the bond.
- ◆ The power of attorney must have the same date as that on the bond.

*All required documents should be mailed to:*

Alabama Department of Revenue  
Sales, Use & Business Tax Division  
Severance & License Section  
PO Box 327550  
Montgomery, AL 36132-7550

*Telephone: (334) 353-7827*

Any bond or power of attorney received separately from application will be returned to sender.

The bond form must be an original with original signatures. No facsimiles, photocopies, letters or phone calls are acceptable substitutes for the original bond.